TRANSMITTAL LETTER AND
AUTHORIZATION TO CHARGE DEPOSIT ACCOUNT

ASSISTANT COMMISSIONER FOR PATENTS
ALEXANDRIA, VA 22313

RE: Attorney Docket No.: EJOU0010U/US
        Application No.: 09/513,960
        Filed: 2/28/2000
        Inventor: Joel E. Plotkin
        Group Art Unit: 3629
        Examiner: Borissov
        Title: A Process for Computer Implemented Manuscript Review

SIR:

Attached hereto for filing are the following papers:
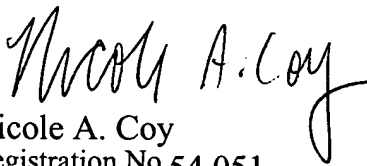
Check for $500
37 CFR 41.37 Appeal Brief

Our check in the amount of $500.00   is attached covering the required fees.

The Commissioner is hereby authorized to charge any fees which may be required, or credit any overpayment, to Deposit Account Number _50-2106___. A duplicate copy of this sheet is enclosed.

Respectfully Submitted,

5/13/05
DATE

Nicole A. Coy
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Attorney of Record

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NEIF_____DOCKET NO: EJOU0010U/US

IN THE UNITED STATES PATENT & TRADEMARK OFFICE

IN RE APPLICATION OF: Joel F. PLOTKIN   CONF. NO: 9067

GROUP ART UNIT: 3629

SERIAL NO: 09/513,960

FILED: February 28, 2000

EXAMINER: Borissov

FOR: A Process for Computer Implemented Manuscript Review

ASSISTANT COMMISSIONER FOR PATENTS

ALEXANDRIA, VA 22213-1450

37 CFR 41.37 APPEAL BRIEF

Sir:

In response to the final office action mailed December 16, 2004, the applicants appeal.

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I. 37CFR 41.37 (a)

A notice of appeal was filed under 41.31 on 3/15/2005 with the fee set forth in 37 CFR 41.20(b)(1). This appeal brief is accompanied by the fee set forth in 37 CFR 41.20(b)(2), and sets forth the authorities and arguments on which the appellant will rely to maintain the appeal.

II.   **37 CFR 41.37 (b)**

The filing is timely. Accordingly, this subsection is not relevant.

III.   **37 CFR 41.37 (c)(1)**

A.   **37 CFR 41.37 (c)(1)(i) Real Party in Interest**

The real party in interest is Precision Computer Works, Inc. a Maryland Corporation.

B.   **37 CFR 41.37 (c)(1)(ii) Related Appeals and Interferences**

There are no related Appeals or Interferences.

C.   **37 CFR 41.37 (c)(1)(iii) Status of Claims**

Claims 1, 2, 4-12, and 14-34 are pending, rejected, and under appeal.

D.   **37 CFR 41.37 (c)(1)(iv) Status of Amendments**

All amendments are entered.

E.   **37 CFR 41.37 (c)(1)(v) Summary of Claimed Subject Matter**

The claimed inventions provide a computer implemented manuscript review and determination process, system (claims 1 and 11) and computer program product (claim 20) for receiving manuscript data defining a manuscript including at least one of text data, audio data, and video data (page 4 lines 17-22 and page 6 lines 8-9); prompting a potential reviewer for agreement to review said manuscript (page 5 lines 14-17); storing agreement data received from said potential reviewer, said agreement data including at least one of agreement to review and disagreement to review said manuscript (page 5 lines 21-25); and storing a decision whether to

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publish (page 7 lines 21-24).

The claimed invention of claim 31 provides a computer implemented manuscript review and determination process, comprising: receiving at a central computer manuscript data from a remote terminal associated with an author, said manuscript data defining a complete manuscript including at least one of text data, audio data, and video data (page 4 lines 17-22 and page 6 lines 8-9); generating at said central computer a request to review prompt for prompting a potential reviewer for agreement to review said manuscript (page 5 lines 14-17); transmitting said request to review prompt to a remote terminal associated with said potential reviewer (page 5 lines 14-17); storing in a database controlled by said central computer agreement data received from said potential reviewer at said central computer, said agreement data including at least one of agreement to review and disagreement to review said manuscript (page 5 lines 21-25); and storing a decision whether to publish said manuscript (page 7 lines 21-24).

F. 37 CFR 41.37 (c)(1)(vi) Grounds of Rejection to be Reviewed on Appeal

Whether the rejections of claims 29, 30, and 32-34 under 35 USC 112, first paragraph should be reversed.

Whether the rejections of claims 1-2, 4-10, 21-25, and 29-30 under 35USC 101 should be reversed.

Whether the rejections of claims 1-2, 4-12, 14-27, and 29-34 under 35 USC 103(a) as being unpatentable over Plantz et al. (U.S. 6,088,702 hereinafter Plantz) in view of Hager et al. (U.S. 5,377,355 hereinafter Hager) should be reversed.

Whether the rejection of claim 28 under 35 USC 103(a) as being unpatentable over Plantz in view of Hager and further in view of Price et al. ("Peering Into Peer Review," hereinafter Price) should be reversed.

G. **37 CFR 41.37 (c)(1)(vii) Argument**

1. **The Rejections of Claims 29, 30, and 32-34 Under 35 USC 112, First Paragraph, as Failing to Comply with the Written Description Requirement Are Improper and Should be Reversed (and Corresponding Objection Based Upon 35 USC 132 is Improper and Should be Withdrawn)**

The examiner rejects claims 29, 30, and 32-34 under 35 USC 112, first paragraph, as failing to comply with the written description requirement, stating that:

> The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention. The material, added into new **claims 29, 30 and 32-34**, which is not disclosed in the specification, is as follows:
>
> **Claim 29.** "... has *rights* to assign.."; "... does not have *rights* to assign..";
> **Claim 30.** "... has *less rights*...";
> **Claims 32 and 34.** "... storing *different rights*..";
> **Claim 33.** "... has *rights* to get status..." ; "... has *rights* to assign.."; "... does not have *rights* to assign.."; "... has *rights* to indicate...".
>
> The specification is completely silent about any *rights*, and discloses only *roles* and *tasks* to be assigned. The term "*rights*" implies <u>ability</u> to execute certain actions and does not <u>require</u> said certain actions to be performed, while the terms "roles" or "tasks " convey <u>obligatory</u> meaning of said certain actions to be performed. Therefore, the use of the term "*rights*" introduces new matter into the disclosure. [Office action mailed December 16, 2004 page 3 lines 3-18.]

In reply, the applicant submits that new matter has not been added to the specification. The specification provides support for using the term "rights." Support for the use of the word "rights" is found on page 6 line 27 to page 7 line 8 of the pending specification, which

states that:

> One embodiment of these roles/tasks associations include: an author can submit 102, view 112, 113, and get status information for a manuscript 112, 114, an editor can assign monitoring editor (s) 104, 105, 106, assign reviewer (s) 109, 110, 111, view 112, 113, approve/deny for publication 119, and get status information for a manuscript 112, 114; an associate editor can assign reviewer (s) 108, 110, 111, view 112, 113, approve or deny for publication 119 and get status information for a manuscript 112, 114; a reviewer can view 112, 113, approve or deny for publication 117, 118 and get status information for a manuscript 112, 114. Each of the tasks can be performed at a remote terminal 201 via a distributed communications network 202 attached to the central computer 203 which stores the manuscript and event tracking information into the database 204.

The examiner asserts that "rights" "implies ability to execute certain actions and does not require said certain actions to be performed." See Office action mailed 12/16/2004 page 3 lines 15-16. The specification clearly teaches the "ability to execute certain actions and does not require said certain actions to be performed." The specification states that an editor <u>can</u> assign an associate editor, an associate editor <u>can</u> assign a reviewer, and a reviewer <u>can</u> view the manuscript. The use of the word "can" in the description of the roles/tasks does not convey <u>an obligation for performing certain acts</u>. The ordinary meaning of the word "can" is "to be able to." Thus, stating that the actions <u>can</u> be performed means the "ability to execute..." Therefore, both the words "rights" and "can" imply an ability to execute certain actions and do not require said certain actions to be performed. Thus, the applicant did not add new matter by using the term "rights" as opposed to "roles" or "tasks." Thus, the rejection of claims 29, 30, and 32-34 based upon 35 USC 112, first paragraph should be reversed. The corresponding objection is also therefore improper.

2.   **The Rejections of Claims 1-2, 4-10, 21-25, and 29-30 Under 35 USC 101 Because the Claimed Invention Allegedly is Directed to Subject Matter Not Within the Technical Arts Are Improper and Should be Reversed**

The examiner rejects claims 1-2, 4-10, 21-25, and 29-30 under 35 USC 101 because the claimed invention is allegedly directed to non-statutory subject matter and that the claimed invention is not within the technological arts, stating that:

> Contrary to the claims in the above-cited cases [which for brevity are not copied herein], in the present application, **claims 1-2, 4-10, 21-25 and 29-30** are completely silent with regard to technology and is purely an abstract idea or process steps that are employed completely without the use of any technology whatsoever. The claims are no more than a suggested idea of assigning an editor to review a manuscript, and, based on reviewing results making a decision should the manuscript be published or not. The method step of: *receiving (transmitting) manuscript data defining a manuscript including at least one of text data, audio data, and video data* may be understood as merely giving a diskette having file stored thereon to a person. However, the claimed invention must utilize technology in a non-trivial manner (*Ex parte Bowman*, 61 USPQ2d 1665, 1671 (*Bd. Pat. App. & Inter. 2001*)). Although Bowman is not precedential, it has been cited for its analysis.
>
> Furthermore, in accordance with MPEP 2106 (IV)(B)(2)(b) "Statutory Process Claims", not all processes are statutory under 35 U.S.C. 101. *Schrader*, 22 F.3d at 296, 30 USPQ2d at 1460. To be statutory, a claimed computer related process must either: (A) result in a physical transformation outside the computer for which a practical application in the technological arts is either disclosed in the specification or would have been known to a skilled artisan, or (B) be limited to a practical application within the technological arts. See *Diamond v. Diehr*, 450

U.S. at 183-184, 209 USPQ at 6 (quoting *Cochrane v. Deener*, 94 U.S. 780, 787-788 (1877)). The claims in the present application do not appear to satisfy either of the two conditions listed above. First, the claims do not include limitations that would suggest a computer is being used to transform the data from one form to another that would place the invention in the technological arts. Second, disregarding the fact that there is no computer claimed that would physically transform the data, there does not appear to be any physical transformation of data. The claims merely determine *receiving manuscript data, reviewing said data, and storing a decision whether to publish*, wherein said *decision* appears to be an abstract value which is arbitrarily set by a human and not a result of an algorithm performed by a computer or processor specifically calculating said *decision*. Thus, there neither appears to be any physical transformation of data from one form to another which is based upon an algorithm or a calculation by a computer or processor, nor is there any technology claimed that would be used to transform the data.

As to technological arts recited in the preamble, mere recitation in the preamble (i.e., intended or field of use) a network system, or mere implication of employing a machine or article of manufacture to perform some or all of the recited steps does not confer statutory subject matter to an otherwise abstract idea unless there is positive recitation in the claim as a whole to breathe life and meaning into the preamble.

As to "wherein" clause, it merely states the intended use of the invention, or the result of the limitations in the claim, and adds nothing to the patentability of the claim. Mere intended or nominal use of a component, albeit within the technological arts, does not confer statutory subject matter to an otherwise abstract idea if the component does not apply, involve, use, or advance the underlying process.

Because the independently claimed invention is directed to an abstract idea which does not recite a limitation in the technological arts, those claims are not

permitted under 35 USC 101 as being related to non-statutory subject matter. However, in order to consider those claims in light of the prior art, examiner will assume that those claims recite statutorily permitted subject matter. [Office action mailed December 16, 2004 page 7 line 29 through page 9 line 15; interpolation added.]

In response, the applicant points out that the examiner has misapplied the law respecting "technological arts." In point of fact, claim 1 is specifically limited to a computer implemented method, reciting "A computer-implemented method...."

In addition, the specification clearly and unequivocally discloses that the invention as implemented requires computer systems. For example, the specification states that the manuscript is received at a centralized computer (see page 3 lines 12-13) and that the manuscript is transmitted electronically (see page 3 lines 15-16). In addition, the specification discloses that electronically receiving and transmitting the manuscript provides advantages over the traditional paper-based method including additional security, automated logging of events, automated determination of reviewers, and reduced delays inherent in conventional transmission mechanisms, such as postal mail (see page 3 lines 22-25).

The examiner's conclusion is clearly inconsistent with the Board of Patent Appeals and Interference's published decision, Ex parte Bowman, 2001 Pat App. Lexis 46 (BPAI June 12, 2001). Therein, the panel held that the technological arts test was only applicable if both the specification and claims defined only an "abstract idea," clearing distinguishing abstraction from claims covering a computer implemented invention. Bowman states in pertinent part that:

> With respect to the rejection under *35 U.S.C. § 101,* the examiner asserts
> that the claimed invention does not fall within the technological arts because no
> form of technology is disclosed or claimed [answer, page 3]. *** The examiner
> responds that ... appellant has not recited the use of a computer in either the
> specification or the claims. The examiner finds that neither the specification nor
> the claims discuss the use of any technology with respect to the claimed invention

[answer, pages 5-6].

We agree with the examiner. Appellant has carefully avoided tying the disclosed and claimed invention to any technological art or environment. As noted by the examiner, the disclosed and claimed invention is directed to nothing more than a human making mental computations and manually plotting the results on a paper chart [answer, page 5]. The ***Examination Guidelines for Computer-Related Inventions are not dispositive of this case because there is absolutely no indication on this record that the invention is connected to a computer in any manner. In summary, we find that the invention before us is nothing more than an abstract idea which is not tied to any technological art, environment, or machine, and is not a useful art as contemplated by the Constitution of the United States.*** *** The physical aspects of claim 1, which are disclosed to be nothing more than a human manually drawing a chart and plotting points on this chart, do not automatically bring the claimed invention within the technological arts. For all the reasons just discussed, we sustain the examiner's rejection of the appealed claims under *35 U.S.C. § 101*. [Ex parte Bowman, 2001 Pat. App. Lexis 46 (BPAI June 12, 2001).]

In summary, claims 1-2, 4-10, 21-25, and 29-30 define and the specification expressly discloses computer implementation. Therefore, the claims define inventions within the technological arts and constitute patentable subject matter within the meaning of 35 USC 101. Therefore, the rejections of claims 1-2, 4-10, 21-25, and 29-30 based upon 35 USC 101 are improper and should be reversed.

3. **The Rejections of Claims 1-2, 4-12, 14-27, and 29-34 Under 35 USC 103(a) as Being Unpatentable over Plantz et al. (US 6,088,702) (Plantz) in View of Hager et al. (US 5,377,355) (Hager) are Improper and Should be Reversed**

The examiner rejects claims 1-2, 4-12, 14-27, and 29-34 under 35 USC 103(a) as being unpatentable over Plantz et al. (US 6,088,702) (Plantz) in view of Hager et al. (US 5,377,355) (Hager).

Each claim rejection is discussed below.

   a. **Claims 1, 11, and 20**
      (i) **The Examiner's Rejection**

With respect to claims 1, 11, and 20 the examiner states that:

As per **claims 1, 11 and 20,**

   - receiving manuscript data defining a manuscript comprising at least one of text data, audio data, and video data (column 7, lines 37-43, 58-63; column 8, lines 20-27; column 9, lines 24-31);

   - prompting a potential reviewer for agreement to review said manuscript (column 8, lines 20-30);

   - storing agreement data received from said potential reviewer (column 8, lines 20-30, 59-67; column 10, lines 1-13).

   Plantz does not specifically teach *storing a decision whether to publish.*

   Hager teaches a method and system for automatically initiating additional procedures with regard to a document, wherein evaluators vote to publish the document, and a decision whether to publish is stored (column 2, lines 39-53; column 7, lines 20-21; column 7, line 48 through column 8, line 1; column 8, lines 44-51; column 9, lines 48-57).

   It would have been obvious to one having ordinary skill in the art at the time the invention was made to modify Plantz to include storing a decision

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whether to publish, as disclosed in Plantz, because it would advantageously allow
to combine in one system both reviewing and editorial functionality, thereby
enhance the performance of the system and make it more attractive to customers.
[Office Action mailed 12/16/2004 page 10 lines 2-21.]

(ii)   The Applicant's Response

In reply, the applicant submits that this rejection should be reversed for the following
reasons.

(a)   Plantz Does Not Teach "Prompting A Potential Reviewer for Agreement to Review Said Manuscript"

First, Plantz does not teach "prompting a potential reviewer for agreement to review said
manuscript," as recited in claim 1 and defined in claims 11 and 20.

The examiner cites to column 8 lines 20-30 in Plantz for allegedly disclosing the
limitation "prompting a potential reviewer for agreement to review said manuscript." This
passage in Plantz states that:

> From the top-level 101 of the GPS, users select from among a menu of
> document project(s) (102, 103, 104) to which that author or editor has previously
> received access authorization. The prior authorization to access a given project or
> document is arranged by any of a number of means acceptable [sic; to] both the
> contributing author or editor, and the overall manager of the GPS for the
> document being assembled. For example, in-person, telephonic, facsimile,
> standard mail, e-mail or like communication between the GPS project manager
> and the author or editor allows for convenient authorization of usernames and
> passwords. [Column 8 lines 20-30.]

The foregoing passage, cited by the examiner for his assertion that Plantz teaches
"prompting a potential reviewer for agreement to review said manuscript," does not support that

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assertion. Instead, the passage teaches how authors or editors receive their usernames and passwords (such as "in-person"). For example, Plantz teaches a group publishing system which allows authors to give editors access to a given project or document. See column 8 lines 22-23. Plantz teaches that the access rights (usernames and passwords) may be given in person, telephonic, facsimile, standard mail, e-mail or like communication between the project manager and the author or editor. See column 8 lines 27-30. Plantz further teaches that assignment of authors and editors is facilitated by an administration control center. See column 7 lines 7-10.

Nothing in Plantz suggests the concept of (1) a potential reviewer, or (2) prompting a potential reviewer for an agreement to review, as claimed.

The rejections of claims 1, 11, and 20 are improper because Plantz does not teach potential reviewers; instead Plantz teaches editors. Potential reviewer refers to a reviewer assigned to a manuscript who has not yet accepted or rejected a request to review the manuscript. See page 5 lines 24-25. Manuscript review embodies the steps involved in approving or denying the manuscript for publication based at least in part upon reviews provided by reviewers. See page 4 lines 22-24. Thus, a potential reviewer is a reviewer who has not yet accepted or rejected the assignment to review the manuscript and advise whether to publish the manuscript.

Editors, by definition, are those who edit. Editors in the publication field mean those who revise documents approved for publication, and this is how Plantz defines editors. See for example, column 7 lines 37-40 of Plantz, which states that "The GPS provides a control window, or interface, which allows the user to edit the document according to a style specified by the overall administrator of the GPS assembled project, or to edit only a part of the document..."

Plantz does not teach that the editors approve or deny the document for publication. Thus, editors are not equivalent to potential reviewers. Therefore, Plantz does not teach "prompting a potential reviewer..." as recited by claim 1 and defined by claims 11 and 20.

Furthermore, even if the editors in Plantz are equivalent to potential reviewers, Plantz does not teach that its editors are prompted for agreement to review a manuscript. As stated above, Plantz teaches that editors are assigned. Assigning a person to author or edit a document is not equivalent to prompting a potential reviewer to review a document. Thus, Plantz teaches that editors are assigned to edit documents and need authorization rights to access that document,

which is not equivalent to prompting a potential reviewer for agreement to review a manuscript as defined by independent claims 1, 11, and 20. Therefore, the rejections of independent claims 1, 11, and 20 should be reversed.

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(b)   **Plantz Does Not Teach "Storing Agreement Data Received From Said Potential Reviewer"**

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Second, Plantz does not teach "storing agreement data received from said potential reviewer," as recited in claim 1 and defined by claims 11 and 20.

As explained above, Plantz does not teach prompting for an agreement from a potential reviewer. Furthermore, Plantz teaches editors, not potential reviewers. The authors and editors in Plantz are <u>assigned</u> documents to write and edit, they are not <u>prompted for an agreement</u> to approve or deny the manuscript for publication. Thus, Plantz does not teach "storing agreement data received from said potential reviewer." Therefore, the rejections of claims 1, 11, and 20 are improper and should be reversed.

Even assuming arguendo that Plantz stored editor assignment data, and even assuming arguendo that editors were equivalent to reviewers, Plantz still does not teach storing data equivalent to the claimed storing of <u>agreement data</u>. This is because stored data, as contemplated by Plantz, merely indicates an editor assigned to a document. In contrast, the claimed agreement data defines two distinct possibilities: (1) agreement and (2) disagreement. Therefore, the underlying data structure of Plantz (ID of assigned editor) is not the same as any data structure storing the agreement data: (ID, agreement or disagreement value); or (ID, agreement field, disagreement field). For this additional reason, Plantz does not disclose or suggest independent claims 1, 11, and 20.

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(c)   **It Would Not Have Been Obvious to Modify Plantz in View of Hager**

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Third, it would not have been obvious to modify Plantz in view of Hager for any reason. The examiner alleges that it would be obvious to modify Plantz in view of Hager because it would advantageously combine in one system both reviewing and editing functionality, thereby enhancing the performance of the system and making it more attractive to customers.

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Plantz is a system directed to a document generation process in which multiple people work collaboratively, in sequence, to build a document. See abstract. Thus, Plantz has nothing to do with manuscript review and decisions regarding publishing.

Hager, on the other hand, is directed to evaluating documents, specifically invention disclosures.

Since the purpose for Plantz's and Hager's process are unrelated, they provide no motivation to modify one in view of the other.

Thus, because it would not have been obvious to modify Plantz in view of Hager, the rejections of claims 1, 11, and 20 are improper and should be reversed.

b.   **Claims 2 and 12**

With respect to claims 2 and 12, the examiner states that:

As per **claims 2 and 12**, transmitting a signal prompting an additional

potential reviewer for agreement to review said manuscript based on stored

agreement data from at least one potential reviewer (column 8, lines 59-67).

[Office action mailed 12/16/2004 page 10 lines 23-25.]

In reply, the applicant submits that for the same reasons the rejections of claims 1 and 11 are improper, the rejections of claims 2 and 12 are improper. Therefore, the rejections of claims 2 and 12 should be reversed.

Moreover, Plantz does not teach "transmitting a signal prompting an additional potential reviewer for agreement to review said manuscript based on stored agreement data from a least one potential reviewer," as recited by claim 2 and defined by claim 12.

As noted above in the response to the rejections of claims 1, 11, and 20, Plantz does not teach "prompting," rather Plantz teaches assigning. Furthermore, the only data Plantz teaches is editor ID, which is not equivalent to storing agreement data from potential reviewers. Thus, Plantz does not teach transmitting a signal prompting an additional potential reviewer for agreement to review as defined in claims 2 and 12.

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Moreover, since Plantz does not teach storing agreement data, it cannot teach transmitting a signal prompting an additional potential reviewer for agreement to review said manuscript based upon stored agreement data from at least one potential reviewer. Therefore, Plantz does not disclose or suggest the claimed "transmitting...based upon stored agreement data..." Thus, the rejections of claims 2 and 12 are improper and should be reversed.

c.   **Claims 4 and 14**

With respect to claims 4 and 14, the examiner states that:

As per **claims 4 and 14**, adding an identification of a new editor for said manuscript in association with said manuscript data (column 10, lines 8-36). Furthermore, Plantz teaches that depending on the project, assigning editorial tasks would include assigning an executive editor and other editorial titles (column 10, lines 52-56). Information as to *associate* editor is non-functional language and given no patentable weight. Non-functional descriptive material <u>cannot</u> render non-obvious an invention that would otherwise have been obvious. See: *In re Gulack 703 F.2d 1381, 1385, 217 USPQ 401, 404 (Fed. Cir. 1983) In re Dembiczak 175 F.3d 994, 1000, 50 USPQ2d 1614, 1618 (Fed. Cir. 1999)*. The specific example of non-functional descriptive material is provided in MPEP 2106, Section VI: (example 3) a process that differs from the prior art only with respect to non-functional descriptive material that cannot alter <u>how</u> the process steps are to be performed. The method steps, disclosed in Plantz in view of Hager would be performed the same regardless of the specific titles of assigned editors. [Office action mailed 12/16/2004 page 10 line 26 to page 11 line 9.]

In reply, the applicant submits that for the same reasons the rejections of claims 1 and 11 are improper, the rejections of claims 4 and 14 are improper. Therefore, the rejections of claims 4 and 14 should be reversed.

Moreover, Plantz does not teach "storing an identification of a first associate editor," as

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recited by claims 4 and 14.

The examiner asserts that column 10 lines 8-36 of Plantz teaches storing data indicating identification of an associate editor for a manuscript, which states that:

> At this level, it is also possible for a new editor to supply a username and password for acceptance of the new editor as an expert, or by other criteria, for editing of an unassigned editing topic or aspect. If a new editor signs into the system, his or her name is added to a GPS database of editor usernames and passwords, (see FIG. 9 for one embodiment of the layout for these functions). Upon providing the required log-in data, a log-in selection 184 executes the log-in command, and if approved username and password data are supplied by the user, access is provided to a menu 190 of topics, subtopics, or chapters 191, 192, 193 for which work by the authors is complete and which await editing. A menu 194 of topics that have already been edited by this editor and which are approved for further editing by other types of editors (e.g. by the grammar editors) is also preferably provided. A further menu 195 may be selected for topics that have been assigned to the editor but are not ready to be edited. The editor selects and highlights the desired topic and downloads that segment of the document by selecting 196, "View/Edit Chapter," (see FIG. 10 for one embodiment of the layout for these functions).
>
> In response to executing the "View/Edit Chapter" selection 196, the GPS displays the Edit Control Form 200 for the specific document. This form preferably comprises the following components: an indication of the current topic 201; an executable link to the current author's e-mail address 202; the name of the current or main author of the document 203; [Column 10 lines 8-36.]

The foregoing passage, cited by the examiner for his assertion that Plantz teaches "storing an identification of an associate editor," does not support that assertion. Plantz column 10 lines 8-36 teaches that there may be multiple editors; however, it does not teach identification of an

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associate editor.

An "associate editor" is a term clearly and expressly defined in the specification of this application. Specification page 5 lines 18-22 defines an associate editor as an "editor that normally reports to an editor of the publication."

The specification paragraph spanning pages 6 and 7 discloses that an *editor* defines a user of a computer system who can (1) assign monitoring/associate editors (referred to as elements 104, 105, 106 in the first figure), (2) assign reviewers, (3) to approve or deny publication, (4) view the document, and (5) get status information, whereas the specification discloses that an *associate editor* only has rights (2)-(5). Accordingly, the specification clearly defines an *associate editor* as one having less computer access rights than an editor. While Plantz teaches that there can be multiple editors, Plantz does not teach associate editors, who have less computer access rights than editors. Therefore, to the extent that Plantz teaches multiple editors, that disclosure fails to suggest "storing data indicating an identification of an associate editor," as recited by claims 4 and 14. Therefore, claims 4 and 14 define subject matter non-obvious in view of Plantz. Therefore, the rejections of claims 4 and 14 are improper and should be reversed.

Moreover, the examiner's "non-functional language" argument is clearly incorrect. The examiner's conclusion is based upon improper claim construction ignoring the specification. In fact, the foregoing analysis of the specification shows that the "identification of an associate editor" data, stored as claimed, has functional significance, because it defines the software access rights for the associate editor. The examiner may have concluded that "identification of an associate editor" meant the arguably non functional real name (such as "John Smith") of the associate editor. However, that is an incorrect conclusion because the specification clearly indicates that identification of an editor, identification of an associate editor, and the like, correspond to log on identifications (username and password) corresponding to defined software access rights. See for example page 6 lines 8-23 of the pending specification, which states that:

> During and after a manuscript is assigned, the editor, monitoring editor,
> and/or reviewers need to received and view the manuscript in a secure method
> 112, 114. The central computer 203, database 204, distributed network 202, and

remote terminals 201 preferably are used with one another to provide the secure means of delivering the manuscript to the authorized individual(s). Authorization preferably is granted based on a set of tokens in possession of the individual who wants to view the manuscript. The tokens including one or more of the following: user's name, user's password, manuscript identification tag or number, and role assigned to the user for that manuscript (e.g., reviewer, editor, or author). The user would transmit a set of these tokens from a remote terminal 201 across the communications network 202 to the central computer 203 to be validated by data residing in the database 203. The manuscript data could then be retrieved from the database 204 and sent over the communications network 202 by the central computer 203 to the user operating the remote terminal 201. This is inherently more secure than the traditional manuscript delivery processes such as mail or fax where the manuscript could be view by non-authorized intermediary individuals.

Thus, for this additional reason, the rejections of claims 4 and 14 are improper and should be reversed.

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d.   **Claims 5 and 15**

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With respect to claims 5 and 15, the examiner states that:

As per **claims 5 and 15**, storing at least one date on which said assigned editor assigns a potential reviewer (column 10, lines 12-14). Furthermore, Plantz teaches that depending on the project, assigning editorial tasks would include assigning an executive editor and other editorial titles (column 10, lines 52-56). Information as to associate editor is non-functional language and given no patentable weight. Non-functional descriptive material <u>cannot</u> render non-obvious an invention that would otherwise have been obvious. See: *In re Gulack 703 F.2d 1381, 1385, 217 USPQ 401, 404 (Fed. Cir. 1983) In re Dembiczak 175 F.3d 994, 1000, 50 USPQ2d 1614, 1618 (Fed. Cir. 1999).* [Office action mailed 12/16/2004

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page 11 lines 10-17.]

In reply, the applicant submits that for the same reasons the rejections of claims 1 and 11 are improper, the rejection of claims 5 and 15 are improper. Therefore, the rejections of claims 5 and 15 should be reversed.

Moreover, since Plantz does not disclose or suggest "storing data indicating an identification of an associate editor," as explained in the response to the rejections of claims 4 and 14, Plantz cannot suggest "storing at least one date on which said associate editor performs at least one of assigning a potential reviewer and entering manuscript approval status data," as recited by claim 5 and defined by claim 15. Thus, for this additional reason, the rejections of claims 5 and 15 are improper and should be reversed.

Moreover, the only date that Plantz teaches displaying is the date and time when the document was last modified. See column 10 lines 48-49.

However, the date of last modification is not equivalent to any of the dates on which "said associate editor performs at least one of assigning a potential reviewer" or "entering manuscript approval status data," as recited by claim 5 and defined by claim 15. Thus, for this additional reason, the rejections of claims 5 and 15 are improper and should be reversed.

Moreover, the examiner's "non-functional descriptive material" argument is incorrect because the examiner's conclusion is based upon improper claim construction ignoring the specification (see argument in response to the rejections of claims 4 and 14, supra). Therefore, for this additional reason the rejections of claims 5 and 15 are improper and should be reversed.

e.   **Claims 6 and 16**

With respect to claims 6 and 16, the examiner states that:

> As per **claims 6 and 16**, storing a date on which at least one of receiving said manuscript, prompting a potential reviewer, and receiving agreement data occurs (column 10, lines 12-14, 46-62). [Office action mailed 12/16/2004 page 11 lines 18-20.]

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In reply, the applicant submits that for the same reasons the rejections of claims 1 and 11 are improper, the rejections of claims 6 and 16 are improper. Thus, the rejections of claims 6 and 16 should be reversed.

Moreover, Plantz does not teach "storing a date on which at least one of receiving said manuscript, prompting a potential reviewer, and receiving agreement data occurs," as recited in claims 6 and 16. As Plantz does not teach "receiving said manuscript," "prompting a potential reviewer," or "receiving agreement data," Plantz cannot teach storing a date when at least one of those events occurs (see arguments supra). Thus, for this additional reason, the rejections of claims 6 and 16 are improper.

The examiner cites to column 10 lines 12-14 and column 10 lines 46-62 in Plantz for disclosing "storing a date on which at least one of receiving said manuscript, prompting a potential reviewer, and receiving agreement data occurs," which state that:

> If a new editor signs into the system, his or her name is added to a GPS database of editor usernames and passwords ... [Column 10 lines 12-14.]
>
> ***
>
> 210 permitting the editor to enter personal information such as their name, address, telephone number and similar data; 211 is a display of the date and time when the document was last modified; 212 displays the date on which the document was finally completed; 213, 214, 215, 216 are displays of the completion date of assigned aspects of the editing tasks associated with the document completion (for example, for a medically related document, these sections might include editorial signoffs by medical, pharmaceutical, grammatical and other experts, as well as signoff, for example, by an executive editor.; editorial titles, naturally, vary with the project); 217 provides a link to one or more particularly desirable databases or search engines (for example, for a medically related document, having a live link to a Medline Search engine at this point is preferred; see FIG. 11 for one embodiment of the layout for these functions). [Column 10 lines 46-62.]

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The foregoing passages, cited by the examiner for his assertion that Plantz teaches "storing a date on which at least one of receiving said manuscript, prompting a potential reviewer, and receiving agreement data occurs," do not support that assertion. Plantz only teaches one date; the date and time when the document was last modified. See column 10 lines 48-49.

However, the date of last modification is not equivalent to any of the dates for "<u>receiving</u> said manuscript," "<u>prompting</u> a potential reviewer," or "<u>receiving</u> agreement data." Thus, the rejections of claims 6 and 16 are improper and should be reversed.

f.   Claims 7-8 and 17-18

With respect to claims 7-8 and 17-18, the examiner states that:

> As per **claims 7-8 and 17-18**, authorizing transmission of said manuscript to at least one of assigned editors, potential reviewers and reviewers of said manuscript (column 10, lines 46-62). Furthermore, Plantz teaches that depending on the project, assigning editorial tasks would include assigning an executive editor and other editorial titles (column 10, lines 52-56). Information as to associate editor is non-functional language and given no patentable weight. Non-functional descriptive material <u>cannot</u> render non-obvious an invention that would otherwise have been obvious. See: *In re Gulack 703 F.2d 1381, 1385, 217 USPQ 401, 404 (Fed. Cir. 1983) In re Dembiczak 175 F.3d 994, 1000, 50 USPQ2d 1614, 1618 (Fed. Cir. 1999)*. [Office action mailed 12/16/2004 page 11 lines 21-29.]

In reply, the applicant submits that for the same reasons the rejections of claims 1 and 11 are improper, the rejections of claims 7-8 and 17-18 are improper. Therefore, the rejections of claims 7-8 and 17-18 should be reversed.

Moreover, Plantz does not teach "transmitting a manuscript review instruction to a reviewer" or "authorizing transmission of a manuscript," as recited by claims 7-8 and defined by

claims 17-18. First, as explained above, Plantz does not teach reviewers, Plantz teaches editors.

The examiner cites to column 10 lines 46-62 of Plantz for teaching "transmitting a manuscript review instruction" and "authorizing transmission of a manuscript," which is cited above. However, the foregoing passage does not teach "transmitting a manuscript" or "authorizing transmission of a manuscript."

Plantz teaches a system which hosts GPS projects through the Internet or other networked computing environments. See column 7 lines 13-27. The user is permitted access to the document to be edited or authored. See column 7 lines 30-31. The closest passage in Plantz to authorizing transmission of a manuscript is that Plantz further teaches that the author may enter data via CUT and PASTE functions of word-processing software resident on the user's computer. See column 7 lines 43-45. Plantz teaches that the user of GPS may upload the data to the GPS project for assembly. See column 7 lines 54-55.

Plantz does not teach a system wherein manuscripts are transmitted to a potential reviewer. In Plantz, the document is stored in one location and editors and authors log onto that location to work on the document. In addition, an author may cut and paste a document from his/her computer to the GPS. Thus, Plantz does not teach transmitting a manuscript or authorizing transmission of said manuscript to a potential reviewer as defined in claims 7-8 and 17-18. Therefore, the rejections of claims 7-8 and 17-18 should be reversed.

Furthermore, the examiner's "non-functional descriptive material" argument is incorrect because the examiner's conclusion is based upon improper claim construction ignoring the specification (see argument in response to the rejections of claims 4 and 14, supra). Therefore, for this additional reason the rejections of claims 7-8 and 17-18 are improper and should be reversed.

g.   **Claims 9-10 and 19**

With respect to claims 9-10 and 19, the examiner states that:

As per **claims 9-10 and 19**, said method and system, wherein said authorizing transmission comprises storing, in association with said unique

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identification, an identification of the assigned editor and a reviewer (column 10, lines 30-62). Furthermore, Plantz teaches that depending on the project, assigning editorial tasks would include assigning an executive editor and other editorial titles (column 10, lines 52-56). Information as to associate editor is non-functional language and given no patentable weight. Non-functional descriptive material cannot render non-obvious an invention that would otherwise have been obvious, See: *In re Gulack 703 F.2d 1381, 1385, 217 USPQ 401, 404 (Fed. Cir. 1983) In re Dembiczak 175 F.3d 994, 1000, 50 USPQ2d 1614, 1618 (Fed. Cir. 1999).* [Office action mailed 12/16/2004 page 11 line 30 to page 12 line 9.]

In reply, the applicant submits that for the same reasons the rejections of claim 8 and 18 are improper, the rejection of claims 9-10 and 19 are improper.

Moreover, Plantz does not teach a method "wherein said authorizing transmission comprises storing, in association with said unique identification," as recited by claim 9 and defined by claims 10 and 19.

The examiner cites to column 10 lines 30-62 of Plantz which state that:

In response to executing the "View/Edit Chapter" selection 196, the GPS displays the Edit Control Form 200 for the specific document. This form preferably comprises the following components: an indication of the current topic 201; an executable link to the current author's e-mail address 202; the name of the current or main author of the document 203; the name of the editor 204; an executable link to the assigned editor's e-mail address 205; a listing of the current document's subheadings or subsections for the editor to select which document section is to be worked on 206; an option to "Edit a Section," 207 which, upon selection, executes the command and displays the selected document section to be edited; an option 208 to view the entire chapter in view-only mode; an option to "Spell Check" the selected section 209, selection of which opens the entire document for spell checking according to known algorithms; a selection 210

permitting the editor to enter personal information such as their name, address, telephone number and similar data; 211 is a display of the date and time when the document was last modified; 212 displays the date on which the document was finally completed; 213, 214, 215, 216 are displays of the completion date of assigned aspects of the editing tasks associated with the document completion (for example, for a medically related document, these sections might include editorial signoffs by medical, pharmaceutical, grammatical and other experts, as well as signoff, for example, by an executive editor.; editorial titles, naturally, vary with the project); 217 provides a link to one or more particularly desirable databases or search engines (for example, for a medically related document, having a live link to a Medline Search engine at this point is preferred; see FIG. 11 for one embodiment of the layout for these functions). [Column 10 lines 30-62.]

The foregoing passage, cited by the examiner for his assertion that Plantz teaches "said authorizing transmission comprises storing, in association with said unique identification, at least one of an identification of an associate editor, a potential reviewer, and a reviewer," does not support that assertion. Plantz teaches displaying the name of an editor. See column 10 line 36. Plantz teaches that there may be multiple editors; however, it does not teach identification of an associate editor. See column 10 lines 8-36. Furthermore, while Plantz teaches editors, Plantz does not teach potential reviewers or reviewers (see argument supra).

As explained supra, an "associate editor" is a term clearly and expressly defined in the specification of this application. Plantz teaches storing an ID for an editor; however, Plantz does not teach storing data identifying editors that normally report to another, or superior editor of the publication.

Thus, while Plantz teaches storing the name of an editor, Plantz does not teach an authorizing transmission which comprises storing at least one of an identification of an associate editor, a potential reviewer, and a reviewer, as defined by claims 9-10, and 19. Therefore, the rejections of claims 9, 10, and 19 are improper and should be reversed.

Furthermore, the examiner's "non-functional descriptive material" argument is incorrect

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because the examiner's conclusion is based upon improper claim construction ignoring the specification (see argument in response to the rejections of claims 4 and 14, supra). Therefore, for this additional reason the rejections of claims 9, 10, and 19 are improper and should be reversed.

h. Claim 21

With respect to claim 21, the examiner states that:

> As per **claim 21**, Plantz teaches that said manuscript can be published in print of [sic] in electronic form (downloaded) (column 1, lines 24-26). Hager teaches that said decision for publishing is final (column 5, line 22; column 9, line 11). The motivation to combine Plantz and Hager would be to combine in one system both reviewing and editorial functionality, thereby enhance the performance of the system and make it more attractive to customers. [Office action mailed 12/16/2004 page 12 lines 10-15.]

In reply, the applicant submits that for the same reason the rejection of claim 20 was improper the rejection of claim 21 is improper.

Morever, it would not have been obvious to modify Plantz in view of Hager for any reason, as explained in the response to the rejections of claims 1, 11, and 20 supra. Therefore, for this additional reason, the rejection of claim 21 is improper and should be reversed.

i. Claim 22

With respect to claim 22, the examiner states that:

> As per **claim 22**, Hager teaches said method and system, wherein said decision for publishing is from different evaluators, and stored (column 2, lines 39-53). The motivation to combine Plantz and Hager would be to combine in one system both reviewing and editorial functionality, thereby enhance the

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performance of the system and make it more attractive to customers. [Office action mailed 12/16/2004 page 12 lines 16-20.]

In reply, the applicant submits that for the same reasons the rejection of claim 1 was improper, the rejection of claim 22 is improper. Therefore, the rejection of claim 22 should be reversed.

Moreover, it would not have been obvious to modify Plantz in view of Hager for any reason, as explained in the response to the rejections of claims 1, 11, and 20, supra. Therefore, for this additional reason, the rejection of claim 22 is improper and should be reversed.

j.   Claim 23

With respect to claim 23, the examiner states that:

As per **claim 23**, Plantz teaches tracking said manuscript and storing said tracking information in a database (column 7, lines 1-2; column 11, lines 33-34).

Hager teaches determining whether evaluators votes have been received with regard to a particular document; and generating a prompting message to be utilized to induce an evaluator to submit a vote for the document if the evaluator has not done so within a preselected period of time (column 9, lines 27-37). The motivation to combine Plantz and Hager would be to combine in one system both reviewing and editorial functionality, thereby enhance the performance of the system and make it more attractive to customers. [Office action mailed 12/16/2004 page 12 lines 21-29.]

In reply, the applicant submits that for the same reasons the rejection of claim 1 was improper, the rejection of claim 23 is improper. Thus, the rejection of claim 23 should be reversed.

Moreover, Hager does not teach "sending a message upon completing a status check that includes whether a set of anticipated events, including receipt of a number of reviewers reviews

and editors actions, occurred in a predetermined period of time," as recited by claim 23.

The examiner cites to column 9 lines 27-37 of Hager, which states that:

> Block 152 depicts a determination of whether or not evaluator votes have
> been received with regard to a particular invention disclosure document. If not,
> the process merely iterates until such time as one or more evaluator votes have
> been received. Of course, those skilled in the art will appreciate that a prompting
> message may be utilized to induce an evaluator to submit a vote for a particular
> invention disclosure document in the event the evaluator has not done so within a
> preselected period of time. [Column 9 lines 27-37.]

The foregoing passage, cited by the examiner for his assertion that Hager teaches "sending a message upon completing a status check that includes whether a set of anticipated events, including receipt of a number of reviewers reviews and editors actions, occurred in a predetermined period of time," does not support that assertion. Hager teaches that an evaluator will be prompted to submit a vote for a particular invention disclosure document in the event the evaluator has not done so within a preselected period of time. See column 9 lines 32-37.

However, prompting an evaluator to submit a vote is not equivalent to sending a message upon completing a status check that includes whether a set of anticipated events...occurred in a predetermined period of time. Thus, the rejection of claim 23 is improper and should be reversed.

Furthermore, as explained in the response to the rejection of claim 1, there is no motivation to combine Plantz in view of Hager. For this additional reason, the rejection of claim 23 should be reversed.

k.   **Claim 24**

With respect to claim 24, the examiner states that:

> As per **claim 24**, Hager teaches said method and system, wherein said final

decision for publishing is made by a majority tallying of the individual reviews; and if all reviewers indicate said manuscript should be published, said manuscript is automatically sent to a printing queue or printing facility (column 2, lines 39-53; column 7, lines 20-21; column 7, line 48 through column 8, line 1; column 8, lines 44-51; column 9, lines 48-57). The motivation to combine Plantz and Hager would be to combine in one system both reviewing and editorial functionality, thereby enhance the performance of the system and make it more attractive to customers. [Office action mailed 12/16/2004 page 12 line 30 to page 13 line 7.]

In reply, the applicant submits that for the same reason the rejection of claim 22 was improper, the rejection of claim 24 is improper.

1. Claim 25

With respect to claim 25, the examiner states that:

As per **claim 25**, prompting a potential reviewer for agreement to review said manuscript (column 8, lines 20-30). [Office action mailed 12/16/2004 page 13 lines 9-10.]

In reply, the applicant submits that for the same reasons the rejection of claim of claim 1 was improper, the rejection of claim 25 is improper. Thus, the rejection of claim 25 should be reversed.

Moreover, Plantz does not teach "transmitting a signal prompting an additional potential reviewer for agreement to review said manuscript if said potential reviewer disagrees to review said manuscript," as recited by claim 25.

The examiner cites to column 8 lines 20-30 of Plantz for teaching "prompting a potential reviewer for agreement to review said manuscript," which states that:

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From the top-level 101 of the GPS, users select from among a menu of document project(s) (102, 103, 104) to which that author or editor has previously received access authorization. The prior authorization to access a given project or document is arranged by any of a number of means acceptable both the contributing author or editor, and the overall manager of the GPS for the document being assembled. For example, in-person, telephonic, facsimile, standard mail, e-mail or like communication between the GPS project manager and the author or editor allows for convenient authorization of usernames and passwords. [Column 8 lines 20-30.]

The foregoing passage, cited by the examiner for his assertion that Plantz teaches prompting a potential reviewer, does not teach that limitation. Plantz teaches a group publishing system which allows authors to give editors access to a given project or document. See column 8 lines 22-23. The authorization may be given in person, telephonic, facsimile, standard mail, e-mail or like communication between the project manager and the author or editor. See column 8 lines 27-30. Plantz teaches that <u>assignment of authors and editors</u> are facilitated by an administration control center. See column 7 lines 7-10.

However, Plantz does not teach that reviewers are <u>prompted</u> for agreement to review said manuscript. As stated above, Plantz teaches that editors are <u>assigned</u> to review documents. Assigning a person to review a document is not equivalent to prompting someone to review a document. Furthermore, Plantz does not teach prompting an additional second reviewer for agreement to review said manuscript if said potential reviewer disagrees to review. Thus, while Plantz teaches that editors are assigned to edit documents and need authorization to that document, Plantz does not teach prompting an additional potential reviewer for agreement to review a manuscript if said potential reviewer disagrees to review said manuscript as defined by claim 25. Therefore, the rejection of claim 25 is improper and should be reversed.

m.   **Claim 26**

With respect to claim 26, the examiner states that:

As per **claim 26**, receiving manuscript data defining a manuscript comprising at least one of text data, audio data, and video data (column 7, lines 37-43, 58-63; column 8, lines 20-27; column 9, lines 24-31); prompting a potential reviewer for agreement to review said manuscript (column 8, lines 20-30). [Office action mailed 12/16/2004 page 13 lines 11-14.]

In reply, the applicant submits that for the same reasons the rejection of claim 1 was improper, the rejection of claim 26 is improper. Thus, the rejection of claim 26 should be reversed.

Furthermore, Plantz does not teach "receiving at a central computer manuscript data defining a completed manuscript transmitted from a remote terminal associated with an author," as recited in claim 26.

The examiner cites to column 7, lines 37-43, 58-63; column 8, lines 20-27; and column 9, lines 24-31 of Plantz for teaching receiving at a central computer manuscript data defining a completed manuscript transmitted form a remote terminal associated with an author.

Column 7 lines 37-43 of Plantz states that:

The GPS provides a control window, or interface, which allows the user to edit the document according to a style species by the overall administrator of the GPS assembled project, to edit only a part of the document, or to select additional modules which facilitate uploading of other data, such as pictures, video, or audio. Text data is keyed directly into the system. [Column 7 lines 37-43.]

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Column 7 lines 58-63 of Plantz states that:

Accordingly, it will be recognized that the GPS of this invention supports various types of data, including video and audio data, as well as various types and forms of graphics. Any non-text data is stored as part of the document itself, and is viewable upon incorporation into the GPS. [Column 7 lines 58-63.]

***

Column 8 lines 20-27 of Plantz states that:

    From the top-level 101 of the GPS, users select from among a menu of document project (s) (102, 103, 104) to which that author or editor has previously received access authorization. The prior authorization to access a given project or document is arranged by any of a number of means acceptable both the contributing author or editor, and the overall manager of the GPS for the document being assembled. [Column 8 lines 20-27.]

***

Column 9 lines 24-31 of Plantz states that:

    If a new author signs into the system, his or her name is added to a GPS database of usernames and passwords. Upon providing the required log-in data, a log-in selection 143 execute the log-in command, and if approved username and password data are supplied by the user, access to a menu of topics, subtopic, or chapters 151, 152, 153 for which the author is authorized to contribute is provided 150... [Column 9 lines 24-31.]

    The foregoing passages, cited by the examiner for his assertion that Plantz teaches "receiving at a central computer manuscript data defining a completed manuscript transmitted from a remote terminal associated with an author," do not support that assertion. Plantz teaches a system that an author logs onto and is authorized to contribute to documents. See column 9 lines 31-33. Plantz further teaches that the author may enter data via CUT and PASTE functions of word-processing software resident on the user's computer. See column 7 lines 43-45. Plantz teaches that the user of GPS may upload the data to the GPS project for assembly. See column 7 lines 54-55.

    While Plantz teaches that data may be transferred from the author's computer to the GPS system, Plantz does not teach that this data is a <u>completed</u> manuscript. Plantz teaches that the

data is uploaded for <u>assembly</u>, implying that the data is not a completed document. Furthermore, Plantz's system is set up so that an editor edits a document after an author has worked on the document. Thus, Plantz does not teach "receiving at a central computer manuscript data defining a <u>completed</u> manuscript," as recited in claim 26. Thus, the rejection of claim 26 is improper and should be reversed.

Moreover, Plantz does not teach "transmitting prompt data to a remote terminal associated with said potential reviewer after receiving manuscript data defining a completed manuscript," as recited in claim 26.

The examiner cites to column 8 lines 20-30 of Plantz for teaching "prompting a potential reviewer for agreement to review said manuscript," which states that:

> From the top-level 101 of the GPS, users select from among a menu of document project(s) (102, 103, 104) to which that author or editor has previously received access authorization. The prior authorization to access a given project or document is arranged by any of a number of means acceptable both the contributing author or editor, and the overall manager of the GPS for the document being assembled. For example, in-person, telephonic, facsimile, standard mail, e-mail or like communication between the GPS project manager and the author or editor allows for convenient authorization of usernames and passwords. [Column 8 lines 20-30.]

The foregoing passage, cited by the examiner for his assertion that Plantz teaches transmitting prompt data to a remote terminal associated with said potential reviewer after receiving manuscript data defining a completed manuscript, does not teach that limitation. As stated above in the response to the rejection of claim 1, Plantz does not teach "prompting a potential reviewer for agreement to review said manuscript," thus Plantz cannot teach. "transmitting a prompt to a remote terminal associated with said potential reviewer after receiving manuscript data..." as recited in claim 26. Therefore, the rejection of claim 26 is improper and should be reversed.

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n. Claim 27

With respect to claim 27, the examiner states that:

> As per **claim 27**, receiving manuscript data defining a manuscript
> comprising at least one of text data, audio data, and video data (column 7, lines
> 37-43, 58-63; column 8, lines 20-27; column 9, lines 24-31); prompting a
> potential reviewer for agreement to review said manuscript (column 8, lines
> 20-30). As per *automatically* prompting a potential reviewer..., it would have been
> obvious to include said "*automatically*" feature since it has been held that broadly
> providing a mechanical or automatic means to replace manual activity which has
> accomplished the same result involves only routine skill in the art. *In re Venner*,
> 120 USPQ 192. [Office action mailed 12/16/2004 page 13 lines 19-26.]

In reply, the applicant submits that for the same reasons the rejection of claim 1 was improper, the rejection of claim 27 is improper. Therefore, the rejection of claim 27 should be reversed.

Furthermore, as explained in the response to the rejection of claim 26 supra, Plantz does not teach "receiving at a central computer manuscript data defining a completed manuscript," as recited by claim 27. Thus, for this additional reason, the rejection of claim 27 is improper and should be reversed.

Moreover, as explained in the response to the rejection of claim 1 supra, Plantz does not teach "prompting a potential reviewer for agreement to review said completed manuscript," as recited by claim 27. Thus, as Plantz does not teach "prompting," Plantz does not teach "automatically prompting," as recited by claim 27. Furthermore, Plantz does not teach "in response to receiving said completed manuscript at said central computer automatically prompting..." as recited by claim 27. Thus, the rejection of claim 27 is improper and should be reversed.

o.   **Claims 29-30**

With respect to claims 29-30, the examiner states that:

> As per **claims 29-30**, storing an identification data of the assigned editor for said manuscript in association with said manuscript data (column 9, lines 25-30; column 10, lines 8-36). Furthermore, Plantz teaches that a system administrator assigns (authorization to access) projects to authors and editors (column 7, lines 6-10; column 8, lines 23-27; column 10, lines 63-67). Furthermore, Plantz teaches that depending on the project, assigning editorial tasks would include assigning an executive editor and other editorial titles (column 10, lines 52-56). Information as to *first*, *second* and *associate* editor is non-functional language and given no patentable weight. Nonfunctional descriptive material <u>cannot</u> render non-obvious an invention that would otherwise have been obvious. See: *In re Gulack 703 F.2d 1381, 1385, 217 USPQ 401, 404 (Fed. Cir. 1983) In r'e Dembiczak 175 F.3d 994, 1000, 50 USPQ2d 1614, 1618 (Fed. Cir. 1999).* [Office action mailed 12/16/2004 page 13 line 27 to page 14 line 8.]

In reply, the applicant submits that for the same reasons the rejection of claim 1 was improper, the rejections of claims 29-30 are improper. Thus, the rejections of claims 29-30 should be reversed.

Moreover, Plantz does not teach "storing an identification of a first associate editor," as recited by claims 29 and 30.

The examiner argues column 9 lines 25-30 and column 10 lines 8-36 of Plantz teaches storing data indicating identification of an associate editor for a manuscript.

Column 9 lines 25-30 of Plantz states that:

> If a new author signs into the system, his or her name is added to a GPS database of usernames and passwords. Upon providing the required log-in data, a

log-in selection 143 executes the log-in command, and if approved username and password data are supplied by the user, access to a menu of topics, subtopic, or chapters 151, 152, 153 for which the .... [Column 9 lines 25-30.]

<center>***</center>

Column 10 lines 8-36 of Plantz states that:

At this level, it is also possible for a new editor to supply a username and password for acceptance of the new editor as an expert, or by other criteria, for editing of an unassigned editing topic or aspect. If a new editor signs into the system, his or her name is added to a GPS database of editor usernames and passwords, (see FIG. 9 for one embodiment of the layout for these functions). Upon providing the required log-in data, a log-in selection 184 executes the log-in command, and if approved username and password data are supplied by the user, access is provided to a menu 190 of topics, subtopics, or chapters 191, 192, 193 for which work by the authors is complete and which await editing. A menu 194 of topics that have already been edited by this editor and which are approved for further editing by other types of editors (e.g. by the grammar editors) is also preferably provided. A further menu 195 may be selected for topics that have been assigned to the editor but are not ready to be edited. The editor selects and highlights the desired topic and downloads that segment of the document by selecting 196, "View/Edit Chapter," (see FIG. 10 for one embodiment of the layout for these functions).

In response to executing the "View/Edit Chapter" selection 196, the GPS displays the Edit Control Form 200 for the specific document. This form preferably comprises the following components: an indication of the current topic 201; an executable link to the current author's e-mail address 202; the name of the current or main author of the document 203; [Column 10 lines 8-36.]

The foregoing passages, cited by the examiner for his assertion that Plantz teaches

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"storing an identification of an associate editor," do not support that assertion. Plantz teaches that there may be multiple editors; however, it does not teach identification of an associate editor (see argument for claims 4 and 14, supra).

Therefore, to the extent that Plantz's teaches multiple editors, that disclosure fails to suggest "storing data indicating an identification of an associate editor," as recited by claims 29-30. Therefore, claims 29-30 define subject matter non-obvious in view of Plantz. Therefore, the rejections of claims 29-30 are improper and should be reversed.

Furthermore, the examiner's "non-functional descriptive material" argument is incorrect because the examiner's conclusion is based upon improper claim construction ignoring the specification (see argument in response to the rejections of claims 4 and 14, supra). Therefore, for this additional reason, the rejections of claims 29-30 are improper and should be reversed.

p.   **Claim 31**

With respect to claim 31, the examiner states that:

> As per **claim 31**,
>
> - receiving manuscript data defining a manuscript comprising at least one of text data, audio data, and video data (column 7, lines 37-43, 58-63; column 8, lines 20-27; column 9, lines 24-31);
>
> - prompting a potential reviewer for agreement to review said manuscript (column 8, lines 20-30), thereby obviously indicating generating a request to review prompt for prompting said potential reviewer for agreement to review said manuscript;
>
> - storing agreement data received from said potential reviewer (column 8, lines 20-30, 59-67; column 10, lines 1-13).
>
> Plantz does not specifically teach *storing a decision whether to publish*.
>
> Hager teaches a method and system for automatically initiating additional procedures with regard to a document, wherein evaluators vote to publish the document, and a decision whether to publish is stored (column 2, lines 39-53;

column 7, lines 20-21; column 7, line 48 through column 8, line 1; column 8, lines 44-51; column 9, lines 48-57).

It would have been obvious to one having ordinary skill in the art at the time the invention was made to modify Plantz to include storing a decision whether to publish, as disclosed in Plantz, because it would advantageously allow to combine in one system both reviewing and editorial functionality, thereby enhance the performance of the system and make it more attractive to customers. [Office action mailed 12/16/2004 page 14 lines 9-28.]

In reply, the applicant submits that Plantz does not teach several limitations of claim 31 and thus the rejection of claim 31 is improper and should be reversed.

First, Plantz does not teach "receiving at a central computer...said manuscript data defining a complete manuscript," as recited in claim 31 (see response to the rejection of claim 26, supra).

Second, Plantz does not teach "generating at said central computer a request to review prompt for prompting a potential reviewer for agreement to review said manuscript," and "transmitting said request to review prompt to a remote terminal associated with said potential viewer," as recited by claim 31 (see argument in response to the rejection of claim 1, supra).

Third, Plantz does not teach "storing in a database ...said agreement data including at least one of agreement to review and disagreement review said manuscript," as recited by claim 31 (see argument in response to the rejection of claim 1, supra).

_ Finally, the examiner admits that Plantz does not disclose "storing a decision whether to publish said manuscript."

The examiner relies upon Hager to make up for the deficiencies in Plantz. However, it would not have been obvious to modify Plantz in view of Hager for any reason (see argument in response to the rejections of claims 1, 11, and 20, supra).

q.   **Claims 32-34**

With respect to claims 32-34, the examiner states that:

As per **claims 32-34**, storing an identification data of the assigned editor for said manuscript in association with said manuscript data (column 9, lines 25-30; column 10, lines 8-36). Furthermore, Plantz teaches that a system administrator assigns (authorization to access) projects to authors and editors (column 7, lines 6-10; column 8, lines 23-27; column 10, lines 63-67). Furthermore, Plantz teaches that depending on the project, assigning editorial tasks would include assigning an executive editor and other editorial titles (column 10, lines 52-56). Information as to *first, second* and *associate* editor is non-functional language and given no patentable weight. Nonfunctional descriptive material <u>cannot</u> render non-obvious an invention that would otherwise have been obvious. See: *In re Gulack 703 F.2d 1381, 1385, 217 USPQ 401, 404 (Fed. Cir. 1983) In re Dembiczak 175 F.3d 994, 1000, 50 USPQ2d 1614, 1618 (Fed. Cir. 1999).* [Office action mailed 12/16/2004 14 line 29 to page 15 line 10.]

In reply, the applicant submits that Plantz does not teach "storing at said central computer different rights relating to a manuscript for users defined as author, editor, associate editor, and reviewer," as recited by claim 32.

Furthermore Plantz does not teach "configuring said central computer wherein a user defined as an author of said manuscript has rights to get status information relating to said manuscript, a user defined as an editor has rights to assign associate editors to said manuscript, assign reviewers to said manuscript, view, authorize publication, and get status information for said manuscript, a user defined as an associate editor for said manuscript has rights to assign reviewers to said manuscript, view, authorize publication, and get status information for said manuscript and does not have rights to assign additional associate editors to said manuscript, a user defined as a reviewer of a manuscript has rights to indicate whether said manuscript should be published, and get status information on said manuscript," as recited by claim 33.

Moreover, Plantz does not teach "storing as said central computer different rights relating to a manuscript for users defined as author editor, associate editor, reviewer, and staff member," as defined in claim 34.

The examiner cites to column 9 lines 25-30, column 10 lines 8-36, column 7 lines 6-10, column 8, lines 23-27, column 10 lines 63-67, and column 10 lines 52-56 of Plantz for disclosing the limitations of claims 32-34.

Column 9 lines 25-30 of Plantz states that:

If a new author signs into the system, his or her name is added to a GPS database of usernames and passwords. Upon providing the required log-in data, a log-in selection 143 executes the log-in command, and if approved username and password data are supplied by the user, access to a menu of topics, subtopic, or chapters 151, 152, 153 for which the... [Column 9 lines 25-30.]

***

Column 10 lines 8-36 of Plantz states that:

At this level, it is also possible for a new editor to supply a username and password for acceptance of the new editor as an expert, or by other criteria, for editing of an unassigned editing topic or aspect. If a new editor signs into the system, his or her name is added to a GPS database of editor usernames and passwords, (see FIG. 9 for one embodiment of the layout for these functions). Upon providing the required log-in data, a log-in selection 184 executes the log-in command, and if approved username and password data are supplied by the user, access is provided to a menu 190 of topics, subtopics, or chapters 191, 192, 193 for which work by the authors is complete and which await editing. A menu 194 of topics that have already been edited by this editor and which are approved for further editing by other types of editors (e.g. by the grammar editors) is also preferably provided. A further menu 195 may be selected for topics that have been assigned to the editor but are not ready to be edited. The editor selects and highlights the desired topic and downloads that segment of the document by selecting 196, "View/Edit Chapter," (see FIG. 10 for one embodiment of the

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layout for these functions).

In response to executing the "View/Edit Chapter" selection 196, the GPS displays the Edit Control Form 200 for the specific document. This form preferably comprises the following components: an indication of the current topic 201; an executable link to the current author's e-mail address 202; the name of the current or main author of the document 203; the name of the editor 204; [Column 10 lines 8-36.]

<div align="center">***</div>

Column 7 lines 6-10 of Plantz state that:

Furthermore, administration of the project assembly process, assignment of projects to authors and editors, and overall GPS maintenance by a GPS administrator is facilitated by an administration control center. [Column 7 lines 6-10.]

<div align="center">***</div>

Column 8 lines 23-27 of Plantz state that:

The prior authorization to access a given project or document is arranged by any of a number of means acceptable both the contributing author or editor, and the overall manager of the GPS for the document being assembled. [Column 8 lines 23-27.]

<div align="center">***</div>

Column 10 lines 63-67 of Plantz state that:

The entire GPS is administered by a system administrator. As with editors or authors, as described above, the system administrator selects a book or project to review. However, by virtue of the administrator having been given administrative authority in the initial set-up of the GPS... [Column 10 lines 63-67.]

***

Column 10 lines 52-56 of Plantz state that:

...editing tasks associated with the document completion (for example, for a
medically related document, these sections might include editorial signoffs by
medical, pharmaceutical, grammatical and other experts, as well as signoff, for
example, by an executive editor; editorial titles, naturally...[Column 10 lines 52-
56.]

The foregoing passages, cited by the examiner for his assertion that Plantz teaches
"storing ...different rights relating to a manuscript for users defined as author, editor, associate
editor, and reviewer," do not support that assertion. Plantz teaches a group publishing system
which allows authors to give editors access to a given project or document. See column 8 lines
22-23. Plantz teaches that there may be multiple editors; however, it does not teach
identification of an associate editor (see argument in response to claims 4 and 14, supra). As
explained above, Plantz does not teach a system with a reviewer. Furthermore, Plantz does not
teach storing different rights for an author, editor, associate editor, and reviewer.

Therefore, to the extent that Plantz teaches multiple editors, that disclosure fails to
suggest "storing ...different rights relating to a manuscript for users defined as author, editor,
associate editor, and reviewer," as recited by claims 32-34. Therefore, claims 32-34 define
subject matter non-obvious in view of Plantz. Therefore, the rejections of claims 32-34 are
improper and should be reversed.

Furthermore, the examiner's "non-functional descriptive material" argument is incorrect
because the examiner's conclusion is based upon improper claim construction ignoring the
specification (see argument in response to the rejections of claims 4 and 14, supra). Therefore,
for this additional reason the rejections of claims 32-34 are improper and should be reversed.

4. **The Rejection of Claim 28 Under 35 USC 103(a) as Being Unpatentable over Plantz in View of Hager and Further in View of Price et al. ("Peering Into Peer Review" hereinafter Price) is Improper and Should be Reversed**

The examiner rejects Claim 28 under 35 USC 103(a) as being unpatentable over Plantz in view of Hager and further in view of Price et al. ("Peering Into Peer Review" hereinafter Price), stating that:

> Plantz in view of Hager teach all the limitations of claim 28, including prompting a potential reviewer for agreement to review said manuscript (Plantz; column 8, lines 20- 30), except specifically teaching prompting *another potential reviewer* for agreement to review said manuscript if a first potential reviewer *disagrees to review* said manuscript,
>
> Price, which appears to be published on December 1995, teaches a current practice of reviewing manuscripts in science journals, wherein reviewers may decline the offer to review a manuscript (see pages 1 and 2).
>
> It would have been obvious to one having ordinary skill in the art at the time the invention was made to modify Plantz and Hager to include that prompting another potential reviewer for agreement to review said manuscript if a first potential reviewer disagrees to review said manuscript, as disclosed in Price,. because it would advantageously allow to fulfill the editing process even when one of more originally assigned to the task reviewers disagrees to review said manuscript, thereby allow the business to operate. [Office action mailed December 16, 2004 page 15 lines 14-27.]

In reply, the applicant submits that for the same reasons the rejection of claim 1 was improper, the rejection of claim 28 is improper. Thus, the rejection of claim 28 should be reversed.

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Moreover, the applicant submits that Price does not teach "generating at said second computer and transmitting to a second potential reviewer at a remote terminal a request prompting said second potential reviewer to review said complete manuscript," as recited by claim 28.

Price is an article discussing that peer review in astronomy isn't helpful and proposes two solutions: (1) having editors review the papers instead of peers and (2) posting the article on the Internet with no review at all. See pages 1-2. Price discloses reviewers may decline the offer to review an article.

However, while Price teaches reviewers may decline the offer to review an article, Price does not teach generating at a computer and transmitting to a second potential reviewer at a remote terminal a request prompting the second reviewer to review the complete manuscript, as defined in claim 28. Thus, the rejection of claim 28 is improper and should be withdrawn.

Furthermore, there is no motivation to combine Price with the teachings of Plantz in view of Hager. The examiner alleges that it would have been obvious to modify Plantz and Hager to include that prompting another potential reviewer for agreement to review said manuscript if a first potential reviewer disagrees to review a manuscript, as taught by Price, because it would advantageously allow to fulfill the editing process even when one or more originally assigned to the task reviewers disagrees to review said manuscript, thereby allowing the business to operate. However, the mere fact that the prior art could be modified so as to result in the claimed inventions would not have made the claims obvious, absent some teaching in the prior art motivating the modification of the prior art. In re Deminski, 796 F.2d 436, 230 USPQ 3113 (Fed. Cir. 1986).

Plantz is a system directed to a document generation process in which multiple people work collaboratively, in sequence, to build a document. See abstract. Thus, Plantz has nothing to do with manuscript review and decisions regarding publishing. Hager, on the other hand, is directed to evaluating documents, specifically invention disclosures. Price is directed towards peers evaluating astronomy papers and two possible solutions to review by peers. Since the purpose for Plantz's, Hager's and Price's process are unrelated, they provide no motivation to modify any one in view of either of the other two.

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5. The Examiner's Response to the Applicant's Communication Filed August 22, 2003

The examiner responded to the Applicant's Communication Filed August 22, 2003, stating that:

Applicant's arguments filed on August 22, 2003 have been fully considered but they are not persuasive.

In response to applicant's argument that Plantz does not teach *a computer implemented manuscript review and determination process*, it is noted that Plantz specifically teaches a method and system for permitting coordinated or simultaneous publishing, assembly and administration of texts by any number of authors or editors, each of whom may perform word processing, document assembly and editing functions on the same or different portions of a group authored project. The output of the GPS is directly viewable, printable or downloadable in publishable format (Column 1, lines 10-26).

In response to applicant's argument that Hager does not teach storing a decision whether to publish, the examiner stipulates that Hager explicitly teaches this feature. Specifically, Hager teaches: "Line 114 of computer screen 110 illustrates the evaluation vote of the evaluator and requires the evaluator to enter an indication of his or her vote with regard-to a particular disclosure. As illustrated, the evaluator... may indicate that the invention disclosure *should be published or closed*, may indicate that he or she does not know what status should be assigned the invention disclosure, or may *abstain from the vote* (Column 7, line 63 — Column 8, line 4). After receiving an evaluation for an invention disclosure document, block 134 depicts the *storing of that evaluation*. The *evaluation of a particular invention disclosure document may be stored* at the evaluation facility, at the terminal of the Chairman of the Evaluation Committee, and/or at the disaster recovery site which has been utilized to store the backup copy of the

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invention disclosure document in question." (Column 8, Line 44-51).

In response to applicant's argument that there is no suggestion to combine the references, the examiner recognizes that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988)and *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir.,1992). In this case, both Plantz and Hager relate to a method of reviewing and publishing of documents. The motivation to combine Plantz and Hager would be to combine in one system both reviewing and editorial functionality, thereby enhance the performance of the system and make it more attractive to customers. [Office action mailed December 16, 2004 page 16 line 4 through page 17 line 9.]

In reply, the applicant submits that it would not have been obvious to modify Plantz in view of Hager for any reason. The examiner alleges that it would be obvious to modify Plantz in view of Hager because it would advantageously combine in one system both reviewing and editing functionality, thereby enhancing the performance of the system and making it more attractive to customers.

Plantz is a system directed to a document generation process in which multiple people work collaboratively, in sequence, to build a document. See abstract. Thus, Plantz has nothing to do with manuscript review and decisions regarding publishing.

Hager, on the other hand, is directed to evaluating documents, specifically invention disclosures.

Since the purpose for Plantz's and Hager's process are unrelated, they provide no motivation to modify one in view of the other.

Thus, because it would not have been obvious to modify Plantz in view of Hager, the rejections of claims 1-2, 4-12, and 14-34 are improper and should be reversed.

H.   **37 CFR 41.37 (c)(1)(viii) Claims Appendix**

An appendix containing a copy of the claimed involved in the appeal is attached as Appendix I.

I.   **37 CFR 41.37 (c)(1)(ix) Evidence Appendix**

There is no evidence submitted pursuant to 1.130, 1.131, or 1.132 of this title or of any other evidence entered by the examiner and relied upon by appellant in the appeal.

J.   **37 CFR 41.37 (c)(1)(x) Related Proceedings Appendix**

There are no related appeals. Accordingly, this section is inapplicable.

IV.   **37 CFR 47.37 (c)(2)**

This brief does not include any new or non-admitted amendment, or any new or non-admitted affidavit or other evidence.

V.   **37 CFR 41.37 (d)**

This brief is in compliance with the requirements of paragraph (c) of this section. Accordingly, this section is inapplicable.

VI.   **37 CFR 41.37 (e)**

This appeal brief is filed timely. Accordingly, no extensions of time are necessary.

Respectfully Submitted,

5/13/05

DATE

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NAC/BTM

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Appendix I

Claim 1: A computer implemented manuscript review and determination process, comprising:

    receiving manuscript data defining a manuscript including at least one of text data, audio data, and video data;

    prompting a potential reviewer for agreement to review said manuscript;

    storing agreement data received from said potential reviewer, said agreement data including at least one of agreement to review and disagreement to review said manuscript; and

    storing a decision whether to publish.

Claim 2: The computer implemented method according to claim 1, further comprising transmitting a signal prompting an additional potential reviewer for agreement to review said manuscript based on stored agreement data from at least one potential reviewer.

Claim 3 (canceled)

Claim 4: The computer implemented method according to claim 1, further comprising storing data indicating an identification of an associate editor for said manuscript in association with said manuscript data.

Claim 5: The computer implemented method according to claim 4, further comprising storing at least one date on which said associate editor performs at least one of assigning a potential reviewer and entering manuscript approval status data.

Claim 6: The computer implemented method according to claim 1, further comprising storing a date on which at least one of receiving said manuscript, prompting a potential reviewer, and receiving agreement data occurs.

Claim 7: The computer implemented method according to claim 1, further comprising

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transmitting a manuscript review instruction to reviewer.

Claim 8: The computer implemented method according to claim 1, further comprising authorizing transmission of said manuscript to at least one of associate editors of said manuscript, potential reviewers of said manuscript, and reviewers of said manuscript.

Claim 9: The computer implemented method according to claim 8, wherein said authorizing transmission comprises storing, in association with said unique identification, at least one of an identification of an associate editor, a potential reviewer, and a reviewer.

Claim 10: The computer implemented method according to claim 8, wherein said authorizing transmission comprises storing, in association with said unique identification, an identification of an associate editor and a reviewer.

Claim 11: A computer implemented manuscript review and determination system, comprising:
        means for receiving manuscript data defining a manuscript including at least one of text data, audio data, and video data;
        means for prompting a potential reviewer for agreement to review said manuscript;
        means for storing agreement data received from said potential reviewer, said agreement data including at least one of agreement to review and disagreement to review said manuscript; and
        means for storing a decision whether to publish.

Claim 12: The computer implemented system according to claim 11, further comprising means for transmitting a signal prompting an additional potential reviewer for agreement to review said manuscript.

Claim 13 (Canceled)

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Claim 14: The computer implemented system according to claim 11, further comprising means for storing data indicating an identification of an associate editor for said manuscript in association with said manuscript data.

Claim 15: The computer implemented system according to claim 14, further comprising means for storing at least one date on which said associate editor preforms at least one of assigning a potential reviewer and entering manuscript approval status data.

Claim 16: The computer implemented system according to claim 11, further comprising means for storing a date on which at least one of receiving said manuscript, prompting a potential reviewer, and receiving agreement data occurs.

Claim 17: The computer implemented system according to claim 11, further comprising means for transmitting a manuscript review instruction to a reviewer.

Claim 18: The computer implemented system according to claim 11, further comprising means for authorizing transmission of said manuscript to at least one of associate editors of said manuscript, potential reviewers of said manuscript, and reviewers of said manuscript.

Claim 19: The computer implemented system according to claim 18, wherein means for authorizing comprises means for storing, in association with said unique identification , at least one of an identification of an associate editor, a potential reviewer, and a reviewer.

Claim 20: A computer program product embodied on a computer readable medium for implementing a manuscript review and determination process on a computer, said program comprising instructions for:

      receiving manuscript data defining a manuscript including at least one of text data, audio data, and video data;

      prompting a potential reviewer for agreement to review said manuscript;

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storing agreement data received from said potential reviewer, said agreement data

including at least one of agreement to review and disagreement to review said manuscript; and

storing a decision whether to publish.

Claim 21: The computer implemented process according to claim 1, wherein the decision for publishing is a final decision and the manuscript can be published either in print, or in electronic form.

Claim 22: The computer implemented process according to claim 1, further comprising:

correlating the decision for publishing about said manuscript from different potential reviewers and achieving a final decision; and

storing the final decision for publishing in a database.

Claim 23: The computer implemented process according to claim 1, further comprising:

tracking said manuscript and storing said tracking information in a database; and

sending a message upon completing a status check that includes whether a set of anticipated events, including receipt of a number of reviewers reviews and editors actions, occurred in a predetermined period of time.

Claim 24: The computer implemented process according to claim 22, wherein said final decision for publishing is made by a majority tallying of the individual reviews, if all reviewers indicate said manuscript should be published, said manuscript is automatically sent to a printing queue or printing facility.

Claim 25: The process of claim 1 further comprising transmitting a signal prompting an additional potential reviewer for agreement to review said manuscript if said potential reviewer disagrees to review said manuscript.

Claim 26: The process of claim 1 wherein receiving manuscript data comprises receiving at a

central computer manuscript data defining a completed manuscript transmitted from a remote terminal associated with an author; and

said prompting a potential reviewer for agreement to review said manuscript comprises transmitting prompt data to a remote terminal associated with said potential reviewer after receiving manuscript data defining a completed manuscript.

Claim 27: The process of claim 1 wherein receiving manuscript data comprises receiving at a central computer manuscript data defining a completed manuscript transmitted from a remote terminal associated with an author; and

in response to receiving said completed manuscript at said central computer automatically prompting a potential reviewer for agreement to review said completed manuscript.

Claim 28: The process of claim 1 wherein receiving manuscript data comprises receiving at a central computer manuscript data defining a completed manuscript transmitted from a remote terminal associated with an author; and

in response to receiving at said central computer system a signal indicating that a first potential reviewer disagrees to review said manuscript, generating at said central computer and transmitting to a second potential reviewer at a remote terminal a request prompting said second potential reviewer to review said complete manuscript.

Claim 29: The process of claim 1 further comprising storing data indicating an identification of a first associate editor for said manuscript in association with said manuscript data and an identification of an editor, wherein said editor has rights to assign at least one second associate editor for said manuscript and said first associate editor does not have rights to assign any associate editor for said manuscript.

Claim 30: The process of claim 1, further comprising:

storing data indicating an identification of a first associate editor for said manuscript in association with said manuscript data;

storing data indicating an identity of an editor;

wherein said associate editor has less rights relating to said manuscript than said editor.

Claim 31: A computer implemented manuscript review and determination process, comprising:

receiving at a central computer manuscript data from a remote terminal associated with an author, said manuscript data defining a complete manuscript including at least one of text data, audio data, and video data;

generating at said central computer a request to review prompt for prompting a potential reviewer for agreement to review said manuscript;

transmitting said request to review prompt to a remote terminal associated with said potential reviewer;

storing in a database controlled by said central computer agreement data received from said potential reviewer at said central computer, said agreement data including at least one of agreement to review and disagreement to review said manuscript; and

storing a decision whether to publish said manuscript.

Claim 32: The method of 31 further comprising storing at said central computer different rights relating to a manuscript for users defined as author, editor, associate editor, and reviewer.

Claim 33: The method of claim 32 further comprising configuring said central computer wherein a user defined as an author of said manuscript has rights to get status information relating to said manuscript, a user defined as an editor has rights to assign associate editors to said manuscript, assign reviewers to said manuscript, view, authorize publication, and get status information for said manuscript, a user defined as an associate editor for said manuscript has rights to assign reviewers to said manuscript, view, authorize publication, and get status information for said manuscript and does not have rights to assign additional associate editors to said manuscript, a user defined as a reviewer of a manuscript has rights to indicate whether said manuscript should be published, and get status information on said manuscript.

Claim 34: The method of claim 31 further comprising storing at said central computer different rights relating to a manuscript for users defined as author editor, associate editor, reviewer, and staff member.